

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

COACHELLA MUSIC FESTIVAL, LLC; Case No.: 2:23-cv-02462-JFW (AGRx)
FUTURE FESTIVALS, LLC; and
GOLDENVOICE, LLC,

Plaintiffs,

v.

VIP CONCIERGE, LLC; CRAIG
BANASZEWSKI; and DOES 1-10,

Defendants.

**ORDER ENTERING PERMANENT
INJUNCTION AND FINAL
JUDGMENT**

Hon. John F. Walter

The Court, having read and considered the stipulation of Plaintiffs and Defendant Craig Banaszewski (“Defendant”) and the record in this case, and good cause appearing, **ORDERS** that the stipulation is hereby **GRANTED**.

IT IS HEREBY ORDERED THAT:

1. This Court has jurisdiction over the parties and the subject matter of the above-captioned action (“Action”).

2. Plaintiffs own and operate the Coachella Valley Music and Arts Festival (the “Coachella Festival”) and the Stagecoach Music Festival (together with Coachella Festival, “Plaintiffs’ Festivals”).

3. Plaintiffs own and have asserted in this Action, the following trademarks and service marks, which are used in connection with Plaintiffs’ Festivals and other goods and

1 services: COACHELLA VALLEY MUSIC AND ARTS FESTIVAL; COACHELLA;
2 COACHELLA (stylized) (collectively, the “COACHELLA Marks”); STAGECOACH;
3 and STAGECOACH (stylized) (collectively, “Plaintiffs’ Marks”). Plaintiffs’ Marks are
4 valid and enforceable.

5 4. Plaintiff Coachella Music Festival, LLC owns and has asserted in this Action
6 United States Copyright Registration No. VA0002338141 for the 2023 Coachella Lineup
7 Poster (“Copyrighted Poster”). The copyright in the Copyrighted Poster is valid and
8 enforceable.

9 5. Plaintiffs provide different categories of passes to the Plaintiffs’ Festivals,
10 including public and non-public passes (which include but are not limited to Artist Passes
11 and Guest Passes). Each pass is worn as a wristband by the user and is subject to the terms
12 of use (“Terms”) available at <https://www.aegpresents.com/festival-ticket-terms/>. The
13 Terms are valid and enforceable.

14 6. Defendant operates the websites <https://vipconciierge.com/> and
15 <https://vipawardshowtickets.com/>, where Defendant has offered for sale and has sold
16 unauthorized passes to Plaintiffs’ Festivals and solicited third parties to provide non-public
17 passes to Defendants in violation of the Terms, displayed and distributed copies of
18 Plaintiffs’ Copyrighted Poster, and used Plaintiffs’ Marks, all without Plaintiffs’
19 authorization.

20 7. As a direct result of Defendant’s actions, Plaintiffs have sustained substantial,
21 immediate, and irreparable injury, and are entitled to a permanent injunction.

22 8. **IT IS FURTHER ORDERED** that, Defendant and his agents, servants,
23 employees, and attorneys, and all other persons who are in active concert or participation
24 with any of them, who receive actual notice of this order are hereby enjoined and restrained
25 from:

- 26 a. Offering or attempting to offer to buy, sell, trade, or transfer, or soliciting the
27 purchase, sale, trade, or transfer of, any non-public pass entitling access to
28 any restricted part of any of Plaintiffs’ Festivals;

- b. Advertising or publishing any offer to purchase, sell, trade, or transfer of non-public passes entitling access to any restricted part of Plaintiffs' Festivals;
- c. Violating the Terms, or attempting to induce any individual or party to violate the Terms, that attach to passes to Plaintiffs' Festivals;
- d. Participating in, aiding, or inducing, or attempting to participate in, aid, or induce, any effort by any person to trespass or gain unauthorized entry into any part of Plaintiffs' Festivals;
- e. Making any false or misleading statements regarding Plaintiffs' Festivals, including regarding availability of passes;
- f. Displaying or distributing the Copyrighted Poster;
- g. Using in any manner Plaintiffs' Marks or any confusingly similar variation thereof; and
- h. Engaging in any unfair competition with Plaintiffs.

9. It is further **ORDERED** that Defendant VIP Concierge, LLC is dismissed without prejudice.

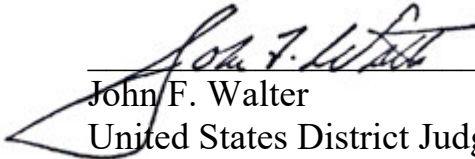
10. It is further **ORDERED** that final judgement is entered for Plaintiffs.

11. Each party shall bear its own costs, expenses, and attorneys' fees.

12. This Court shall retain jurisdiction to the extent necessary to enforce this Permanent Injunction.

IT IS SO ORDERED.

Dated this 23rd day of May, 2023


John F. Walter

United States District Judge